

Form B-1036 - (Rev. 02/10)

1998 USBC, Central District of California

Attorney or Party Name, Address, Telephone & FAX Numbers, California Bar Number ADAM L. STRELTZER, Attorney at Law California Bar Number 175075 1875 Century Park East, Suite 700 Los Angeles, California 90067 Telephone: (424) 652-8010 FAX: (424) 652-2296 Email: adam@streltzer.com Attorney for <u>Judgment Creditor RONALD KOLODZIEJ, etc.</u>		For Court Use Only
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA		
In re: PETER D. MULLINS, Debtor.	CASE NO.: 2:12-bk-39952-WB ADVERSARY NO.: 2:12-ap-02670-WB	
RONALD KOLODZIEJ, an individual and doing business as NIAGARA CONSTRUCTION, Plaintiff(s), vs. PETER D. MULLINS, an individual, Defendant(s).		WRIT OF EXECUTION

TO THE UNITED STATES MARSHAL FOR THE CENTRAL DISTRICT OF CALIFORNIA:

YOU ARE DIRECTED to enforce the Judgment described below with interest and costs as provided by law.

On August 11, 2014, a judgment was entered in the above-entitled action in favor of
RONALD KOLODZIEJ, an individual and doing business as NIAGARA CONSTRUCTION

as **Judgment Creditor**, and against

PETER D. MULLINS, an individual

as **Judgment Debtor**, for:

\$ <u>225,000.00</u>	PRINCIPAL
\$ <u>0.00</u>	ATTORNEYS FEES
\$ <u>0.00</u>	INTEREST
\$ <u>0.00</u>	COSTS
\$ <u>225,000.00</u>	TOTAL JUDGMENT AS ENTERED

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In re PETER D. MULLINS Debtor(s).	CASE NO.: 2:12-bk-39952-WB ADVERSARY PROCEEDING NO.: 2:12-ap-02670-WB
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The following are name(s) and address(es) of the judgment debtor(s) to whom a copy of this writ of execution must be mailed unless it was served at the time of the levy. This information must be filled in by counsel requesting this writ.

PETER D. MULLINS
2633 Lincoln Blvd. #342
Santa Monica, CA 90405

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In re PETER D. MULLINS Debtor(s).	CASE NO.: 2:12-bk-39952-WB ADVERSARY PROCEEDING NO.: 2:12-ap-02670-WB
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NOTICE TO THE JUDGMENT DEBTOR:

You may be entitled to file a claim exempting your property from execution. You may seek the advice of an attorney or may within ten (10) days after the date the notice of levy was served deliver a claim of exemption to the levying officer as provided in Sections 703.510-703.610 of the California Code of Civil Procedure.

According to an affidavit and/or memorandum of costs after judgment, it appears that further sums have accrued since the entry of judgment, to wit:

\$ 438.14	ACCRUED INTEREST
\$ 6,017.50	ACCRUED COSTS
\$ 6,455.64	TOTAL

Credit must be given for payments and partial satisfaction in the amount of \$ 8,000.00 which is to be credited against the total accrued costs and accrued interest, with any excess credited against the judgment as entered, leaving a net balance of:

\$ 223,455.64 ACTUALLY DUE on the date of the issuance of this writ, of which
\$ 217,438.14 is due on the judgement as entered, and bears interest at 0.11 % per
annum in the amount of \$ 0.65 per day, from the date of issuance of this writ, to which
must be added the commissions and costs of the officer executing this writ.

DATED:  June 7, 2016

KATHLEEN J. CAMPBELL

KATHLEEN J. CAMPBELL
Clerk, United States Bankruptcy Court

By: 

Deputy Clerk

COPY
COURTESY COPY

ADAM L. STRELTZER, Attorney at Law
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Email: adam@streltzer.com

Attorney for Plaintiff RONALD
KOLODZIEJ, an individual and doing
business as NIAGARA CONSTRUCTION

FILED & ENTERED

AUG 11 2014

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY kaaumoar DEPUTY CLERK

CHANGES MADE BY COURT
UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re
PETER D. MULLINS,
Debtor.

RONALD KOLODZIEJ, an individual
and doing business as NIAGARA
CONSTRUCTION,

Plaintiff(s),

v.

PETER D. MULLINS, an individual,
Defendant(s).

Case No. **2:12-bk-39952-WB**

Chapter **11**
(converted from Chapter 13)

Adv. No. **2:12-ap-02670-WB**

JUDGMENT UPON STIPULATION

Hearing:

Date: August 5, 2014

Time: 2:00 p.m.

Place: Courtroom 1375

1. IT IS HEREBY ORDERED THAT, pursuant to a Stipulation between Defendant PETER D. MULLINS, an individual ("**Defendant**") and Plaintiff RONALD KOLODZIEJ, an individual and doing business as NIAGARA CONSTRUCTION ("**Plaintiff**") (*AP Docket No. 61*), judgment is entered in favor of Plaintiff and against Defendant as follows: that the judgment entered September 26, 2011, amended *nunc pro tunc* May 14, 2012, by the Superior Court of the State of California, County of Los Angeles, in favor of Plaintiff and against Defendant in the case entitled *Kolodziej v. Mullins*

1 *et al.*, case no. SC100345 ("**State Court Judgment**"), to the extent of and in the amount of
2 two hundred and twenty-five thousand dollars (\$225,000.00), shall be Plaintiff's damages in
3 this adversary proceeding and shall constitute a nondischargeable obligation due and owing
4 from Defendant to Plaintiff pursuant to 11 U.S.C. §§523(a) ("**Judgment**").

5 2. Enforcement of the Judgment shall be stayed, however enforcement shall only
6 be stayed subject to the following:

7 A. Commencing September 1, 2014, the Defendant shall make the
8 following payments to Plaintiff:

9 i. Year One (1): For the first twelve (12) months thereafter, the
10 sum of one thousand dollars (\$1,000.00) per month, to be received by Plaintiff
11 on or before the end of the business day on the first (1st) business day of each
12 month;

13 ii. Year Two (2): For the twelve (12) months thereafter, the sum of
14 two thousand dollars (\$2,000.00) per month, to be received by Plaintiff on or
15 before the end of the business day on the first (1st) business day of each
16 month;

17 iii. Balloon Payment: The sum of twelve thousand five hundred
18 dollars (\$12,500.00), to be received by Plaintiff on or before the end of the
19 business day on the first (1st) business day of the twenty-fifth (25th) month
20 after confirmation;

21 iv. Year Three (3): For the twelve (12) months thereafter, the sum
22 of \$2,500.00) per month, to be received by Plaintiff on or before the end of
23 the business day on the first (1st) business day of each month;

24 v. If Defendant confirms a Chapter 11 Plan entered in this within
25 bankruptcy proceeding (2:12-bk-39952-WB), and on said condition only, then
26 Defendant's Chapter 11 Plan shall treat Plaintiff as an unsecured claim, for
27 which Plaintiff consents to such treatment, and Plaintiff shall be entitled to
28 receive any and all payments made or to be made to Plaintiff as an unsecured

1 claimant from the disbursing agent ("**Plan Payments**"). Defendant's Chapter
2 11 Plan shall incorporate provisions that effectuate, or are not in conflict with,
3 this Stipulation and the Judgment to be entered hereon; and

4 vi. Final payment: The sum of fifty-nine thousand dollars
5 (\$59,000.00) (less the total amount of any and all Plan Payments actually
6 received by Plaintiff), to be received by Plaintiff on or before the end of the
7 business day on the first (1st) business day of the thirty-seventh (37th) month
8 after confirmation.

9 B. If Plaintiff duly and timely receives all of the payments set forth above,
10 which totals the sum of one hundred thirty seven thousand and five hundred dollars
11 (\$137,500.00), then Plaintiff shall satisfy the Judgment and forfeit any further Plan
12 Payments in excess thereof.

13 C. Defendant shall have the right at any time and from time to time to
14 prepay the sums due and payable pursuant to this Stipulation, in whole or in part,
15 without premium or penalty;

16 D. Time is of the essence in respect to all provisions hereof that specify a
17 time for performance. If Plaintiff does not receive a payment set forth above, on or
18 before its due date, then Plaintiff may deem Defendant to be in default and provide
19 notification to the via electronic mail (email) to *petermullinsrealestate@gmail.com*,
20 with a copy to Defendant's counsel via email to *donna@srhlawfirm.com* and
21 *kevin@srhlawfirm.com* and via Fax to (818) 783-6253, noting the default and the
22 amount of the payment then due. If Plaintiff does not receive such payment within
23 seven (7) calendar days thereafter, then:

24 (i) Defendant is deemed to consent to the termination of the
25 automatic stay of 11 U.S.C. §362, if any is then in existence;

26 (ii) The stay of enforcement set forth above in subparagraph (A) is
27 automatically terminated, without any other or further notice to Defendant;

28 (iii) The payment schedule set forth above in subparagraph (A) is

1 automatically cancelled and of no further force or effect; and

2 (iv) Plaintiff may immediately seek to enforce the Judgment by any
3 means permissible at law or equity for the enforcement of a money judgment,
4 plus accrued interest, fees, and costs, but less the total amount of all payments
5 actually received by Plaintiff before default.

6 E. No waiver of any breach, failure, right, or remedy shall be deemed a
7 waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall
8 any waiver constitute a continuing waiver.

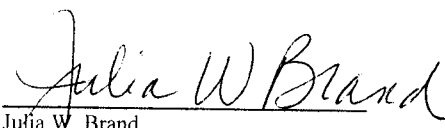
9 F. All payments to be made pursuant hereto shall be in United States
10 Dollars, and will be in the form of a check, drawn on good funds, made payable to
11 the "Costa, Abrams & Coate, LLP Client Trust Account," Attention: Joseph P. Costa,
12 Esq., and delivered on or before the due date during normal business hours to 1221
13 Second Street, Third Floor, Santa Monica, California 90401; (310) 576-6161.

14 3. This Judgment shall earn simple interest accruing at the maximum rate as
15 provided by law from the date of entry hereon.

16 4. Plaintiff shall be entitled to recover its reasonable attorneys' fees and costs
17 incurred with respect to the enforcement of the Judgment and the State Court Judgment.

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24 Date: August 11, 2014

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26 Julia W. Brand
27 United States Bankruptcy Judge
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